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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION SIX

GREG LYON,

Plaintiff and Appellant,

v.

ERIK BLACK,

Defendant and Respondent.

2d Civil No. B205458
(Super. Ct. No. 1155893)
(Santa Barbara County)

Greg Lyon appeals from an order denying his motion to recall a writ of execution on a judgment entered in favor of defendant Jim Thomas.¹ The judgment is for money due on the purchase of a mobile home. Lyon asserts the trial court erred in denying the motion because the judgment does not reflect money owed to Lyon for damage to the mobile home incurred while it was being transported to Lyon's property by Thomas's agent. Erik Black² asserts that the motion is an attempt to condition execution of the judgment on the payment of damages beyond that which was awarded in the judgment. We affirm the trial court's order denying Lyon's motion.

¹ Code of Civil Procedure section 904.1, subdivision (a)(2).

² The original defendant, Jim Thomas, is deceased. Thomas's estate assigned Erik Black its interest in the judgment in payment of attorney fees Black incurred in defending Thomas in the lawsuit.

FACTS AND PROCEDURAL HISTORY

The Original Judgment

Greg Lyon entered into a contract with defendant Jim Thomas, doing business as Affordable Housing Company, to purchase a mobile home for \$171,558. Lyon gave Thomas \$17,550 as a down payment. The mobile home was damaged while being transported to Lyon's property by Thomas's agent.

Lyon filed a complaint seeking damages for breach of contract. Thomas filed a cross-complaint seeking specific performance of the contract. After a 13-day bench trial, the court issued a memorandum of decision finding that the mobile home's interior and exterior walls and undercarriage had been damaged due to the manner in which the mobile home was transported to Lyon's property. The court made several additional findings, as follows: (1) Thomas is liable for the cost of repairs to the home in the amount of \$22,500, plus \$3,000 for the cost of towing; (2) Thomas is not liable for damages for future structural repairs as Lyon did not sustain his burden of proof as to the need or necessity for those repairs; (3) Thomas is not liable for damages and attorney fees claimed by Lyon pursuant to Health and Safety Code section 18035, governing the escrow duties of buyers and sellers of mobile homes, because the damages sought were outside the pleadings and "[t]here is still time for both parties to comply with the requirements and demands of escrow;" and (4) Lyon is due an offset of \$40,000 for foundation and setup work.

Judgment was entered on January 11, 2006, ordering (1) Thomas to pay Lyon \$22,500 for breach of contract and (2) Lyon to pay Thomas the balance due on the contract less the \$22,500; less \$ 40,000 for foundation and set-up charges; and less the previously paid down payment of \$17,550, for a total due to Thomas of \$108,898 plus costs. The court gave judgment for Lyon on Thomas's cross-complaint.

Lyon's Motion to Compel Thomas to Deliver Documents into Escrow

Shortly after judgment was entered, Lyon filed a motion to compel Thomas to deliver certain documents into an escrow for a construction loan that would pay off the

judgment and close the purchase of the mobile home. Thomas opposed the motion on the ground that he was a judgment creditor, not a party to the escrow, and therefore had no legal obligation to comply with any escrow demands related to the sale of the mobile home.

The trial court determined that the original judgment did not authorize the court to compel Thomas to comply with the requirements of an escrow because the judgment was for money only and did not grant specific performance of the sales agreement. The court denied the motion to compel, but suggested that Lyon file a motion to vacate the judgment and request that it be replaced by a judgment granting Thomas's claim for specific performance.

The Amended Judgment

Following the court's suggestion, Lyon filed a motion to vacate the judgment and requested a judgment granting Thomas's cause of action for specific performance of the contract. Thomas opposed the motion arguing it was untimely.

The court found that the motion was timely, and on April 18, 2006, entered an amended judgment finding that Thomas was the prevailing party on the specific performance claim in his cross-complaint. That judgment states in part: "Thomas' Judgment for specific performance and his entitlement to the total balance due on the contract for the sale of the Mobile Home, as set forth in paragraph six of this Judgment, is expressly conditioned upon and shall be of no force or effect, including for purposes to the commencement of the running of interest on the judgment or acting as a bar to a quiet title action, unless and until . . . Thomas fully complies with California Health & Safety Code sections 18035, et seq., and deposits: 1. the original Manufacturer's Certificate of Origin; 2. the Certificate of Occupancy; 3. the 433(a) form [Department of Housing and Community Development (HCD) notice of manufactured home installation on a foundation system]; and 4. the Dealer Report of Sale, and any additional documents necessary to convey title to Mr. Lyon, into a bona fide escrow for the completion of the sale of the Mobile Home, or unless and until . . . Lyon obtains a Judgment quieting title to the Mobile Home."

Three months after entry of the amended judgment, Thomas died. Subsequently, Thomas's attorney, Erik Black, obtained a judgment against the decedent for unpaid attorney fees in the amount of \$96,238.08. Thomas's estate satisfied the judgment by assigning to Black all right, title and interest in the judgment and amended judgment against Lyon.

After accepting the assignment, Black attempted to comply with the amended judgment by submitting the required documents to escrow, including the dealer report and certificate of occupancy.³ After doing so, Black sought and received an abstract of judgment and writ of execution on the amended judgment.

On July 8, 2007, HCD informed the escrow officer that it rejected the dealer's report as submitted because its inspection had revealed that the rear frame of the mobile home was damaged to the extent that structural integrity was compromised. HCD stated it would reconsider accepting the form when notified that the damage had been repaired.

Order Denying Lyon's Motion for Protective Order

On September 25, 2007, Black sought an ex parte order requiring Lyon to appear at a judgment debtor examination. At the hearing on the application, Lyon sought a protective order, asserting that Black had not yet complied with the amended judgment because HCD rejected the dealer's report, and Black had an obligation to make additional repairs to the mobile home.

The trial court denied Lyon's request for a protective order and ordered that the judgment debtor exam go forward. The court found that Lyon was attempting to go "behind the judgment."

³ California law prohibits the sale of mobile homes whose structural, fire safety, plumbing, heat-producing, or electrical systems and equipment do not meet the standards set by HCD. As part of the enforcement of these regulations, HCD requires the filing of a dealer's report in which the dealer certifies that the mobile home is "in compliance with all provisions of the Health and Safety Code and Department regulations adopted pursuant to the Health and Safety Code."

Order Denying Lyon's Motion to Recall Writ of Execution

Lyon filed a motion to recall the writ of execution and cancel the abstract of judgment, claiming Black was not entitled to execute on the money judgment until he paid for additional repairs to the mobile home to bring it into compliance with state law. In opposition to the motion, Black argued that HCD no longer had jurisdiction over registration of the mobile home and that HCD's acceptance of the dealer's report was not required to close escrow. Black submitted a certificate of occupancy issued by the County of Santa Barbara, stating that the mobile home complies with the Santa Barbara County Building Code. He also submitted HCD form 433(A), which had been recorded by the Santa Barbara County Planning and Development Department, certifying that the mobile home was permanently affixed to Lyon's real property and had been approved for occupancy. He also submitted a letter from HCD staff counsel stating that HCD would not contest the court's ruling that Black had no further duty to repair and that the mobile home was no longer required to be registered with HCD. Black also argued that the motion was in fact a motion for reconsideration under Code of Civil Procedure section 1008 and did not comply with the standards set forth in that statute. The trial court denied the motion, finding that Black had met all of the conditions set forth in the judgment.

On appeal from that order Lyon argues that the amended judgment required Black to bring the mobile home into compliance with the Health and Safety Code; compliance with the Health and Safety Code is mandatory even if the judgment did not order such compliance; and under the separation of powers doctrine, the court has no power to exempt the transfer of the mobile home from compliance with the Health and Safety Code.

Black contends that Lyon is seeking damages beyond that which is required by the judgment and the motion to recall the writ of execution violates Code of Civil Procedure section 1008.

DISCUSSION

In interpreting a judgment of the trial court, we exercise our independent judgment. (*Mendly v. County of Los Angeles* (1994) 23 Cal.App.4th 1193, 1205.) The meaning and effect of a judgment is determined according to rules governing interpretation of writings generally. (*People v. Landon White Bail Bonds* (1991) 234 Cal.App.3d 66, 76.) ""[T]he entire document is to be taken by its four corners and construed as a whole to effectuate the obvious intention."" (*Ibid.*) Thus, we first look to the judgment's plain language. (See *Colvig v. RKO General, Inc.* (1965) 232 Cal.App.2d 56, 65 [the language of the judgment governs its interpretation if the language is clear and explicit and involves no absurdity].) The court may examine the entire record to determine a judgment's scope and effect where an ambiguity exists. (*In re Marriage of Rose and Richardson* (2002) 102 Cal.App.4th 941, 948-949.) Subsequent actions by the rendering judge may be considered as bearing upon a judgment's intended meaning and effect. (*Ibid.*)

The original judgment ordered that Lyon pay Thomas a reduced purchase price for the mobile home. In determining the reduced purchase price, the court considered the amount necessary to repair the interior and exterior walls of the mobile home based on evidence provided by Lyon. For reasons not apparent from the record, Lyon did not provide sufficient evidence to substantiate a claim for damages to the undercarriage of the mobile home.

The amended judgment orders Lyon to submit documents into escrow as required by Health and Safety Code section 18305 so that escrow could close. The amended judgment does not order Lyon to make additional repairs to the mobile home or make Thomas/Black liable for the cost of those repairs.

The trial court interpreted the judgment in the order denying Lyon's request for a protective order. The court found that Black "has no other duties . . . under the judgment, all he has is to get paid by the Lyons. He has nothing further to do." The court further stated that "the way Mr. Lyon was compensated was a reduction in price of the mobile home. There was nothing further for Mr. Thomas to do in terms of repairs. . . .

Any repairs that have to be done are [Lyon's] responsibility. He's been compensated for the damages done, any repairs that needed to be made by Mr. Thomas. . . . I heard the evidence, and I granted the damages, and we heard all the evidence on structural damage. The Court found that there wasn't any. That's res judicata. That's over with. . . . I compensated him for all of the problems that did develop, all the damage that was done, and certain structural damage . . . he claimed he didn't . . . and the judgment is in. . . . [T]here's nothing left, no duties left to Mr. Thomas or his successors in interest."

The trial court's interpretation of its judgment is reasonable and proper and in accordance with its plain language.

The order of the trial court denying Lyon's motion to recall the writ of execution is affirmed. Respondent shall recover costs.

NOT TO BE PUBLISHED.

PERREN, J.

We concur:

YEGAN, Acting P.J.

COFFEE, J.

Rodney S. Melville, Judge^{*}

Superior Court County of Santa Barbara

John F. Hodges for Plaintiff and Appellant.

Law Office of Herb Fox and Herb Fox for Defendant and Respondent.

^{*} (Retired Judge of the Santa Barbara Sup. Ct. assigned by the Chief Justice pursuant to art. VI, § 6 of the Cal. Const.)